

In the Royal Court of Jersey

Samedi Division

In the year two thousand and thirteen, the twenty-first day of February.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Minister for Planning and Environment, The Minister for Transport and Technical Services and Liberation Place Limited in relation to The Southampton, 14-16 Weighbridge Place, St Helier, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

L1308-222--



**Planning Obligation Agreement under
Article 25 of the Planning and Building
(Jersey) Law 2002**

relating to the development of The
Southampton, 14-16 Weighbridge Place,
St Helier, JE2 3NF

Dated:

20th February

2013

The Minister for Planning and Environment (1)

The Minister for Transport and Technical Services (2)

Liberation Place Limited (3)

L1308-223--



DATE

20th February

2013

PARTIES

- (1) The Minister for Planning and Environment of South Hill, St Helier, Jersey, JE2 4US ("**the Planning Minister**")
- (2) The Minister for Transport and Technical Services of PO Box 412 South Hill Offices, St Helier, Jersey, JE4 8UY ("**the TTS Minister**")
- (3) Liberation Place Limited (Co Regn. 97376) of Jackson House, La Rue Fondon, St Peter, JE3 7BF ("**the Owner**")

RECITALS:

- 1 The Planning Minister is the Minister of the States of Jersey charged with the administration of the Law by whom the obligations in this Agreement are enforceable in accordance with the provisions of the Law.
- 2 The Owner warrants that it is the owner of the Site (and therefore has an interest in land within the meaning of Article 25(1) of the Law) to which it has right in perpetuity (*à fin d'héritage*) by virtue of (i) a contract of purchase from Citann Limited (with The Royal Bank of Scotland International Limited party as hypothecary creditor) passed before the Royal Court on 3rd August, 2007 for the property given a Unique Property Reference Number ("UPRN") of 69137291, and; (ii) a contract of purchase from Citann Limited (with The Royal Bank of Scotland International Limited party as hypothecary creditor) passed before the Royal Court on 3rd August, 2007 for the property given UPRNs of 69137292 and 69207103, and; (iii) a contract of purchase from Citann Limited (with The Royal Bank of Scotland International Limited party as hypothecary creditor) passed before the Royal Court on 3rd August, 2007 for the property given a UPRN of 69137290.
- 3 The Owner has submitted the Application to the Planning Minister.
- 4 The Planning Minister considers it expedient in the interests of proper planning that provision should be made for securing the highway adjacent to the Site which will be necessitated as a result of the Development in the manner hereinafter appearing and is

L1308-224--



satisfied that development permission could properly be granted conditional on the Owner having first entered into this Agreement.

- 5 The Public Realm Works (as hereinafter defined) relate in part to public roads and the TTS Minister is part to this Agreement in his capacity as highways authority in Jersey.
- 6 The parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 7 The Owner acknowledges that this Agreement is legally binding.
- 8 Having regard to the purposes of the Law the Island Plan 2011 and all other material considerations the Planning Minister decided on 12th October, 2012 to grant planning permission for the Development subject to the completion of this Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement" means this agreement including the recitals and schedules;

"Alfresco Area" means that area indicated on the Plan as being an alfresco area appurtenant to the Development;

"Application" the application for planning permission dated 17th June, 2012 submitted to the Planning Minister for the Development and allocated reference number P/2011/0840;

"Commencement of Development" the date on which any use or operation forming part of the Development begins to be carried out including for the avoidance of any doubt operations consisting of site clearance, demolition work, tree removal, archaeological investigations, investigations for the purpose of

L1308-225--



	assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and the words "Commence" and "Commenced" shall be construed accordingly;
"Development"	the Development of the Site in accordance with the Planning Permit;
"Interest"	interest at three per cent above the base lending rate of HSBC Bank Plc from time to time;
"Law"	the Planning and Building (Jersey) Law 2002;
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Plan"	the plan attached to this Agreement at the First Schedule the plan attached to this Agreement at the First Schedule;
"Planning Permit"	the planning permission (subject to conditions) granted by the Planning Minister pursuant to the Application as set out in the Second Schedule;
"Public Realm Works"	works to be carried out in accordance with the approved Public Realm Works Specification and the Public Realm Works Layout;
"Public Realm Works Layout"	The layout as shown on drawing 4849/10C and attached at the First Schedule;
"Public Realm Works Specification"	The Public Realm Works Layout together with such structural drawings, working drawings, construction specification and material specification that the TTS Director reasonably requires to satisfy him that the work



will be carried out to a standard and quality that is suitable as forming part of a public highway;

"Site"

the land as described above in Recital 2 and being that land against which this Agreement may be enforced, as shown for identification purposes on the Plan;

"TTS"

The Transport and Technical Services Department of the States of Jersey;

"TTS Director"

the Director of Transport and Technical Services for Engineering and Infrastructure or his/ her appointed representative for the time being to the States of Jersey.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party (including those exercising delegated powers) and in the case of the Planning Minister and the TTS Minister the successors to their respective statutory functions.

L1308-227--



2.7 This Agreement shall be construed so as to give effect to the purpose of the Law

3 LEGAL BASIS

3.1 This Agreement is made pursuant to Article 25 of the Law.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Planning Minister against the Owner.

4 CONDITIONALITY

4.1 This Agreement is conditional upon being registered in the Royal Court as evidenced by an Act of the said Court save for Clauses 8.1 and 12 (legal costs and jurisdiction) which shall come into effect immediately upon completion of this Agreement.

4.2 The obligations in this Agreement are conditional on the issue of the Planning Permit by the Planning Minister.

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Planning Minister and the TTS Minister as set out in the Third Schedule to the intent that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 THE PLANNING MINISTER'S AND THE TTS MINISTER'S COVENANTS

The Planning Minister and the TTS Minister covenant with the Owner as set out in this Agreement.

7 PUBLIC REGISTRY OF CONTRACTS

7.1 The Planning Minister shall as soon as practicable after completion of this Agreement apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

7.2 The Planning Minister agrees if so requested by the owner upon the full discharge by the Owner of an obligation under this Agreement formally to acknowledge such discharge and to register in the Public Registry of Contracts evidence of such full discharge without prejudice to any continuing obligations of the Owner which may remain to be fulfilled.



8 MISCELLANEOUS

- 8.1 The Owner shall pay to the Planning Minister and the TTS Minister on completion of this Agreement, in such sum as shall have been agreed between the parties, the reasonable legal costs of the Planning Minister and the TTS Minister incurred in the negotiation, preparation and completion of this Agreement.
- 8.2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Planning Minister or the TTS Minister under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Planning Minister by the Director of Planning, and on behalf of the TTS Minister by the TTS Director, and notice or communication to the Planning Minister or the TTS Minister pursuant to the provisions of this Agreement shall be sent to their respective addresses given in this Agreement or as otherwise notified for the purpose by notice in writing
- 8.3 Any notices to be served on either of the Owner, the Planning Minister or the TTS Minister shall be deemed to have been properly served if sent by registered post to the addresses given in this Agreement or such other addresses in the Island of Jersey as either party may notify to the other in writing.
- 8.4 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.5 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising and notified to the defaulting party prior to parting with such interest.
- 8.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.

L1308-229--



- 8.8 Except in so far as legally permitted by *équité*, this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Planning Minister and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Planning Minister by any of the obligations or covenants of the Owner in favour of the Planning Minister under this Agreement are in addition to any of the Planning Ministers' statutory powers under the Law.
- 8.9 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from the Public (whether in its public or private capacity) or the Parish of St Helier (whether in its public or private capacity) or any statutory or public authority or any third party with respect to the Development or its use any consents permits licences authorisations rights interests in land or servitudes.
- 8.10 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Planning Minister as a result of the Planning Minister agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.11 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty or oblige the Public to accept or take a transfer of land.
- 8.12 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty or oblige TTS to take over vest or adopt (as the case may be) any apparatus drains conduits services highways or other thing capable of being taken over vested in or adopted by TTS and to that end the certificate in writing (such certificate to be accompanied by or make reference to as built drawings) of the TTS Director as to the nature and/or extent of such taking over vesting or adoption shall be final.
- 8.13 The Planning Minister and/or the TTS Minister shall have no liability to the Owner for any costs or delays occasioned by the terms of or failure to obtain or receive timely consents, permissions, orders and approvals or the timeliness of the design, construction or commissioning of any works carried out by TTS, save where the actions of the Planning Minister or TTS are unreasonable.
- 8.14 The Owner shall not be entitled to any costs or compensation from the Planning Minister as a result of this Agreement having to be entered into by the Owner.
- 8.15 All communications and notices served or made under this Agreement shall be in writing.



9 WAIVER

No waiver (whether expressed or implied) by the Planning Minister of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Planning Minister from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Planning Minister to give the Planning Minister immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

11 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

12 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

L1308-231--



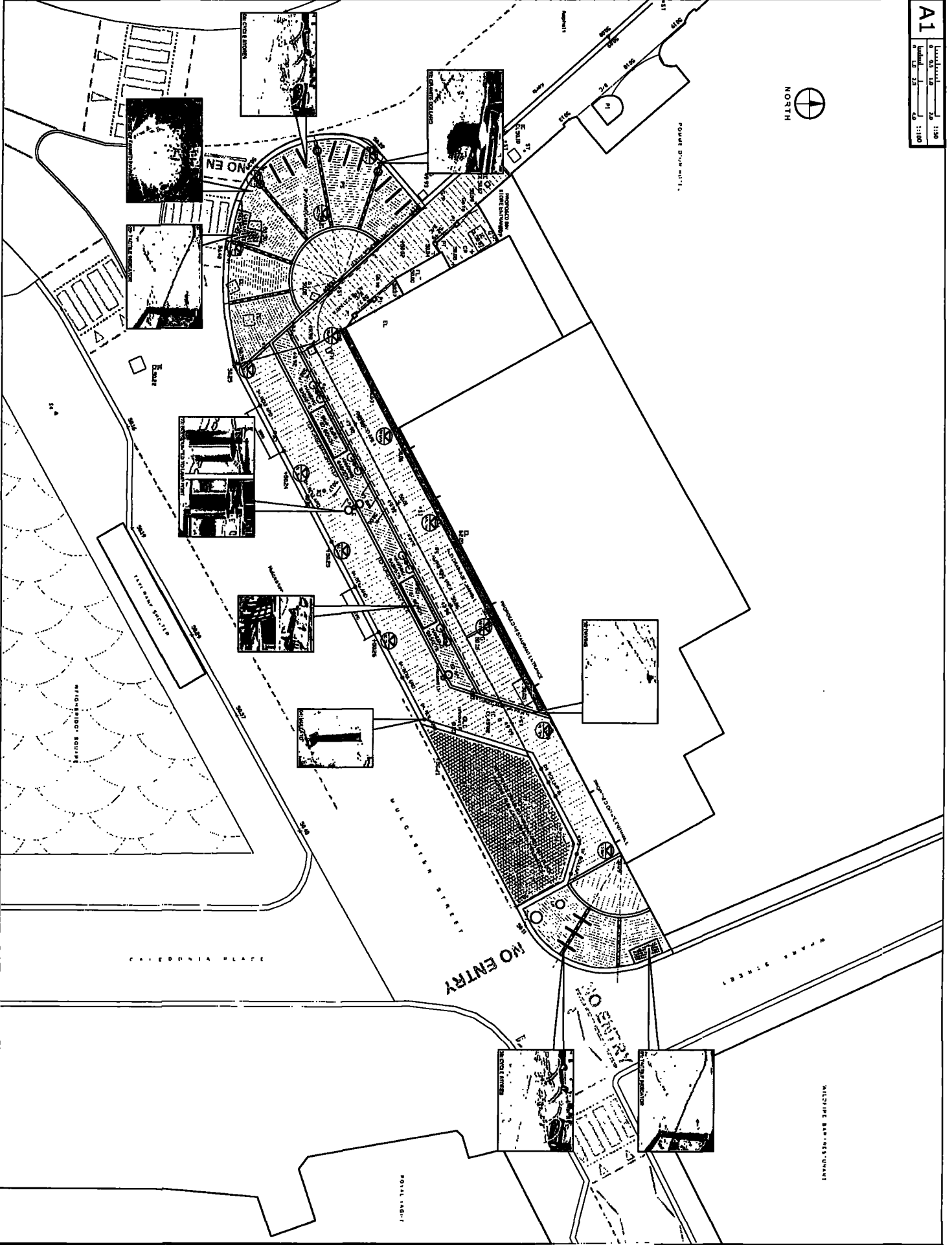
FIRST SCHEDULE

Drawings

L1308-232--



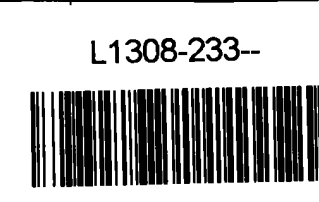
A1	
0	1:100
10	1:100
20	1:100
30	1:100
40	1:100
50	1:100
60	1:100
70	1:100
80	1:100
90	1:100
100	1:100



Date: May/12
 Scale: 1:100 (A1)
 Drawing Number: 4849/10
 Client: morris architects
 Project: Planning Public Realm Improvements

Drawing: Planning Public Realm Improvements
 Project: morris architects

L1308-233--
 4849/10
 C



NO.	REVISION	DATE	BY	CHECKED
1	ISSUED FOR PERMIT	11/05/12	DC	DC
2	ISSUED FOR PERMIT	11/05/12	DC	DC
3	ISSUED FOR PERMIT	11/05/12	DC	DC
4	ISSUED FOR PERMIT	11/05/12	DC	DC
5	ISSUED FOR PERMIT	11/05/12	DC	DC

SECOND SCHEDULE

Form of notice of planning permission

L1308-234-



**Department of the Environment
Planning & Building Services**
South Hill
St Helier, Jersey, JE2 4US
Tel: +44 (0) 1534 445508
Fax: +44 (0) 1534 445528

Mr P Thorne MRTPI
Planning Consultant
2 Le Champ du Passage
St. Clement
JE2 6WA

Planning Application Number P/2011/0840
Property Number 11319/11898

Dear Sir/Madam

Application Address:	14-16, Weighbridge Place, St. Helier, JE2 3NF.
Description of Work:	Demolish existing buildings. Retain part of facade of No. 14. Construct new building comprising of a basement, ground floor restaurant and five storey offices. Model Available. REVISED PLANS: Demolish existing buildings. Retain part facade of No. 14. Construct new building comprising basement, ground floor restaurant, four storey offices, and fifth floor plant/storage.

Please find enclosed notice of The Minister for Planning & Environment's decision regarding the above application.

Please note that the Conditions imposed on the Permit are important and should be strictly adhered to and any subsequent changes to the development which may affect the requirements of the Conditions should be notified to the Minister for Planning and Environment as soon as possible.

Failure to comply with the attached Conditions may result in the Minister for Planning and Environment instigating Enforcement Action.

Yours faithfully

John Nicholson BA(Hons) BPI MRTPI
Principal Planner, Development Control
t: 01534 448411 f: 01534 445528 e: j.nicholson@gov.je www.gov.je/Planning/

Encl.



**Department of the Environment
 Planning and Building Services**
 South Hill
 St Helier, Jersey, JE2 4US
 Tel: +44 (0)1534 445508
 Fax: +44 (0)1534 445528

Planning Application Number P/2011/0840

Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

IMPORTANT NOTICE

This notice gives permission under Article 19 of the Planning and Building (Jersey) Law 2002, as amended. In accordance with Article 24(i) of the Law the grant of this permission enures (except insofar as the permission otherwise provides) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

The development stated below may also require Building consent under Article 34, for which a separate application will need to be made. If you are in any doubt as to whether building permission is required please telephone the Building Applications Team on 448407 who will be pleased to help.

The Minister for Planning & Environment, having considered your application hereby GRANTS PERMISSION TO DEVELOP LAND¹ under Article 19 of the Planning and Building (Jersey) Law 2002.

Demolish existing buildings. Retain part of facade of No. 14. Construct new building comprising of a basement, ground floor restaurant and five storey offices. Model Available. REVISED PLANS: Demolish existing buildings. Retain part facade of No. 14. Construct new building comprising basement, ground floor restaurant, four storey offices, and fifth floor plant/storage.

To be carried out at:

14-16, Weighbridge Place, St. Helier, JE2 3NF.

PLEASE NOTE

This decision is purely permissive and in no way absolves the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve an applicant from the need to obtain the permission of the owner of the land to which a permission relates.

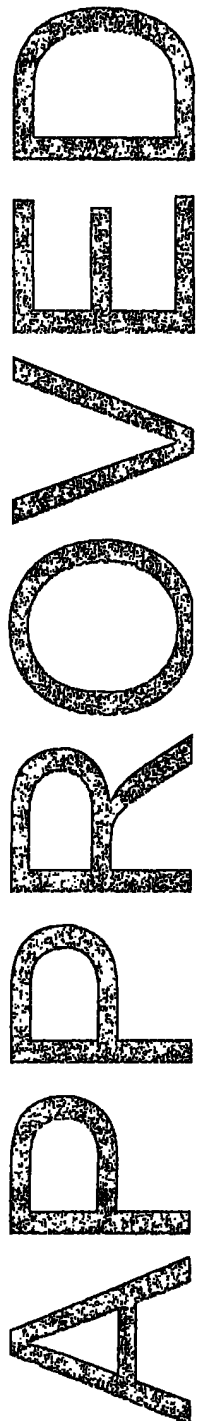
INFORMATIVES

Any signage or advertisements are not approved by this application and may require sep

If hidden histori

L1308-236--

works they



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0840

should be retained in-situ until examined by the Historic Buildings Officer. Works shall be suspended in the relevant area of the building and the Historic Buildings Officer notified immediately with a view to agreeing the appropriate action. Failure to do so may result in unauthorised works being carried out and an offence being committed.

REASON FOR APPROVAL

The proposed development is considered to be acceptable having due regard all of the policies of the Jersey Island Plan 2011 and all material considerations raised. In particular, the development has been assessed against Policy HE1 and GD2 of the 2011 Island Plan. In this case, the full package of the development proposal, including the architectural form of the proposed new building and the integrated public realm works mean that on balance the proposal is regarded as acceptable because it delivers a comprehensive conclusion to this important site.

Subject to compliance with the following conditions and approved plan(s):

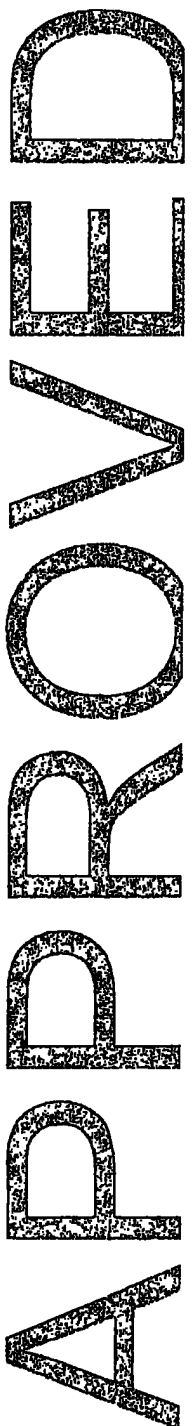
Standard Condition

- A. If the development hereby permitted has not commenced within five years of the decision date, this permission shall cease to be valid.

Reason: The Minister for Planning & Environment reserves the right to reconsider this proposal consequent on any future change of circumstances or policy.

Condition(s):

1. Any externally audible plant or equipment must comply with a noise rating (NR) of NR 40 daytime and NR 30 night time, measured 1 metre from the facade of the nearest affected residential unit. All equipment must be acoustically mounted to prevent vibration and structure borne noise transmission to adjacent premises.
2. Prior to the commencement of development full details of the proposed materials / products for the public realm improvements shall be submitted to and approved in writing by the Minister for Planning and Environment. All the public realm improvements shall then be carried out and completed prior to first occupation of any element of the development.



L1308-237--



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0840

3. A Percentage for Art contribution must be delivered in accordance with the Percentage for Art Statement submitted to, and approved by, the Minister for Planning and Environment. The approved work of art must be installed prior to the first use/occupation of any part of the development hereby approved.

4. Prior to the commencement of development, details shall be submitted to and approved by the Minister for Planning and Environment, to provide a Demolition and Construction Environmental Management Plan to be thereafter implemented and maintained until completion of the development. The Demolition and Construction Environmental Management Plan shall include:

A. A demonstration of compliance with best practice in relation to noise and vibration control, and control of dust and emissions;

B. Details of a publicised complaints procedure, including office hours and out-of-hours contact numbers;

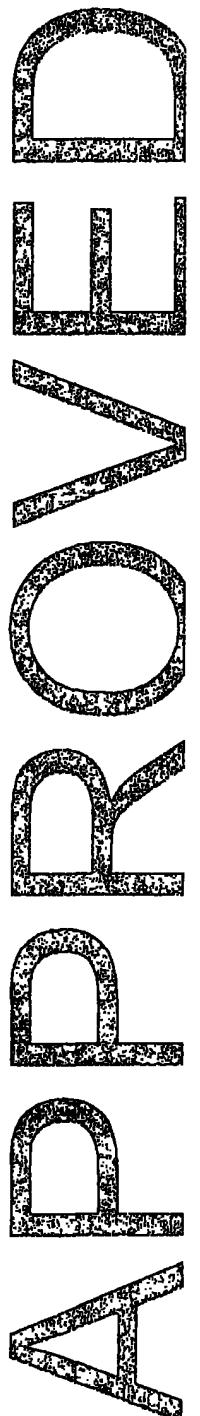
C. Specified hours of working, including deliveries (0800 to 1800, Monday to Friday, 0830 to 1300 on Saturdays, with no work on Sundays, Bank Holidays or Public Holidays).

D. Details of the proposed management of traffic and pedestrians.

5. Prior to the commencement of the development hereby permitted, full details of the provisions and arrangements to be made for the storage, sorting, recycling and disposal of refuse must be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.

6. Prior to commencement of the development hereby permitted, details shall be submitted to and approved by the Minister for Planning and Environment, implemented and thereafter maintained, setting out the arrangements for Waste Management in relation to the proposed demolition and excavation. Following completion of the demolition, and prior to commencement of construction, a Waste Management Completion Report shall be submitted to the Minister for Planning and Environment.

7. Notwithstanding the indications on the approved plans, prior to the commencement of the development hereby permitted, full details of all external materials to be used to construct the development shall be submitted to and approved in writing by the Minister for Planning and Environment to be thereafter implemented prior to first occupation and maintained in perpetuity.



L1308-238--



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0840

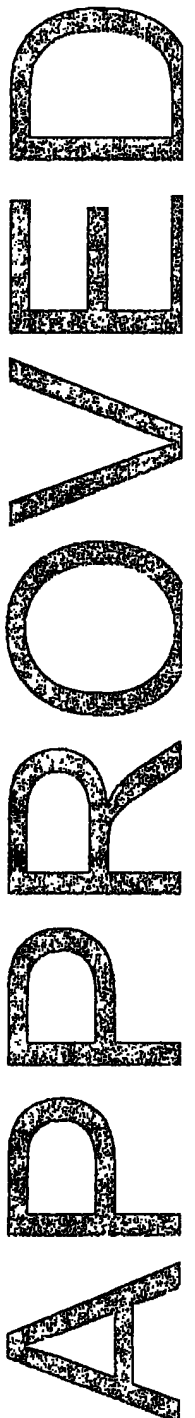
8. Prior to commencement of the development hereby permitted, a full engineering specification and method statement to secure the structural stability of the retained elements of the Southampton Hotel (14 Weighbridge) during the redevelopment shall be submitted to and approved by the Minister for Planning and Environment to be thereafter implemented prior to commencement and maintained in perpetuity.

9. Prior to commencement of the development hereby permitted, a programme of recording and analysis of the protected structures to be lost (the demolished element of 14 Weighbridge and all of 15 Weighbridge) to the terms of a brief to be supplied by the Department, shall be submitted to and approved by the Minister for Planning and Environment, to be thereafter implemented.

10. Prior to commencement of the development hereby permitted, a programme of archaeological assessment (including excavation of the cleared site) with full archaeological mitigation in the event of finds of archaeological significance, to the terms of a brief to be supplied by the Department, shall be submitted to and approved by the Minister for Planning and Environment, to be thereafter implemented.

Reason(s):

1. In the interests of the amenities of the area and in accordance with the requirements of Policy GD1 of the Jersey Island Plan 2011.
2. To ensure the benefits of the public realm scheme are not delayed, in the interests of the amenities of the area and to ensure a high quality of design in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.
3. In accord with the provisions of Policy GD8 of the Jersey Island Plan 2011
4. In the interests of protecting the amenities of the area generally and to accord with Policy GD1 of the Jersey Island Plan 2011.
5. To ensure that waste and refuse is stored and disposed of without harming the amenities of the occupiers of neighbouring properties or the surrounding area, in accordance with Policy GD 1 of the Island Plan, 2011.



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0840

6. In the interests of securing waste minimisation, and to accord with Policy WM1 of the Jersey Island Plan 2011.

7. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

8. To ensure a high quality of design and in accordance with Policies SP7 and GD7 of the Jersey Island Plan 2011.

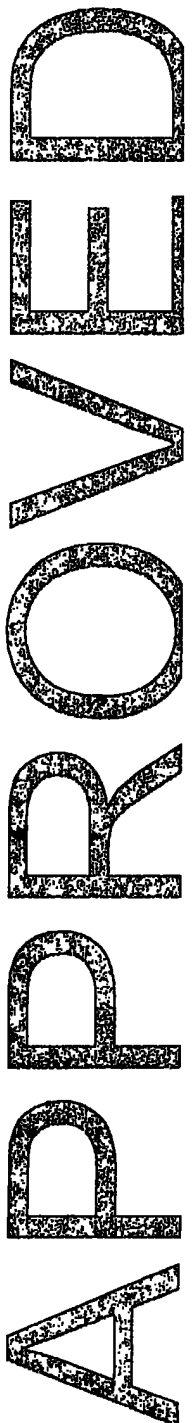
9. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies SP4 and HE1 of the Jersey Island Plan 2011.

10. To ensure that special regard is paid to the interests of protecting the architectural and historical interest, character and integrity of the building under the provisions of Policies SP4 and HE5 of the Jersey Island Plan 2011.

FOR YOUR INFORMATION:

The following plan(s) has/have been approved:

- A: Location Plan
- C: Topographical Survey
- D: Existing Cellar & Ground Floor Plans
- F: Existing First & Second Floor Plans
- H: Existing Third & Fourth Floor Plans
- L: Existing Elevations 1
- M: Existing Elevations 2
- N: Existing Elevations 3
- Q: Public Art Statement
- T: Condition Report
- U: Proposed Basement & Ground Floor Plans
- V: Proposed First, Second and Third Floor
- W: Proposed Fourth and Fifth Floor Plans
- X: Proposed Elevations (Detail)
- Y: Photomontage 1
- Z: Photomontage 2
- AA: Supporting Statement
- AB: Proposed Public Realm



If written representations w

L1308-240--



Planning Permit

PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2011/0840

shall not have effect for a period of 28 days from the date of this notice, in order to allow for the lodging of any 'third party' appeal against the decision under Article 114 of the Law of the Planning and Building (Jersey) Law 2002.

If during this period a person appeals in accordance with Article 114 of the Law, the decision shall not have effect until either the appeal is withdrawn or is determined. When any such appeal is determined the decision shall have effect, if at all, in accordance with that determination.

Signed for Director

DRAFT

**D
E
V
O
P
M
E
N
T**

L1308-241--



THIRD SCHEDULE

The Owner's Covenants with the Planning Minister

The Owner covenants and agrees and undertakes with the Planning Minister:

- 1 Not to Commence that part of the Development comprising the Public Realm Works until the Owner has given to the TTS Director not less than fifteen (15) working days' notice in writing of its intention so to do.
- 2 Not to Commence that part of the Development comprising the Public Realm Works until the Public Realm Works Specification has been submitted to and approved by the TTS Director.
- 3 Not to Commence the Public Realm Works other than with a contractor or sub-contractor previously approved by the TTS Director (such approval not to be unreasonably withheld or delayed).
- 4 Not to Occupy or use or cause or permit to be Occupied the Development until the Public Realm Works Specification has been approved by the TTS Director and the Public Realm Works have been commenced.
- 5 The Owner shall reimburse to TTS the reasonable costs (including reasonable and proper professional fees) incurred by TTS in relation to site checks and supervision for the Public Realm Works provided that such reasonable costs shall be previously agreed with the Owner.
- 6 The Owner shall procure that the Public Realm Works are executed laid out and completed as part of the main contract for the Development, and shall use reasonable endeavours to procure a twelve (12) month defects liability warranty in favour of the TTS Minister in respect of the Public Realm Works (such warranty to commence from the completion of the Public Realm Works) from the contractor chosen to undertake such works.
- 7 On completion of the Public Realm Works the Owner shall provide to the Planning Minister three sets of as built plans (in such media format as the Planning Minister requires acting reasonably) and other information reasonably required by the Planning Minister.
- 8 The TTS Minister shall have the right (whether acting by one of his officers, an officer of TTS, the TTS Director or otherwise) at all reasonable times during the progress of the Public Realm Works to enter upon the necessary parts of the Site to view the state and



progress of the Public Realm Works and the materials used and intended for use thereon to ascertain whether or not the approved Public Realm Works Specification is being duly observed and performed PROVIDED ALWAYS that the TTS Minister shall upon arrival at the Site report his presence to the principal contractor/site office and comply with any reasonable directions made by such contractor.

- 9 In respect of 8 above the TTS Minister shall have a purely monitoring role and the approval, refusal, non-refusal or non-disapproval of anything by the TTS Minister shall not imply any responsibility on the TTS Minister nor prevent the TTS Minister from taking action whether under this Agreement or otherwise.
- 10 That notwithstanding the rights granted by Paragraph 9 above, the TTS Director shall be provided with not less than ten (10) working days notice in writing of the intention of the Owner's architect to undertake a final inspection of the Public Realm Works in order to sign them off as complete.

L1308-243--



FOURTH SCHEDULE

The Minister Covenants with the Owner

The TTS Minister covenants and agrees and undertakes with the Owner:

1. The TTS Minister has reviewed the proposals for the Public Realm Works and has in principle approved the Public Realm Works.
2. The TTS Director shall use all reasonable endeavours to consider and approve the Public Realm Works Specification within 3 months of receiving the same from the Owner.
3. The TTS Director shall as soon as reasonably practicable following the date of this Agreement provide to the Owner a list not less than four (4) local contractors who in the reasonable opinion of the TTS Director are suitable to undertake the Public Realm Works, and this in order to assist the Owner in submitting the Public Realm Works Specification to the TTS Minister for approval in accordance with the terms of this Agreement.
4. To support and assist with any application for licences which may be required to be obtained by the Owner for the use and enjoyment of the Alfresco Area.
5. To grant the Owner an exclusive licence for the use and enjoyment of the Alfresco Area for a period of not less than ten (10) years from the date of the Commencement of the Development.

L1308-244--



[REDACTED]

FINTAN KENNEDY

in the presence of

[REDACTED]

this 6th day of FEBRUARY 2013

Signed on behalf of the Minister for Planning and Environment

by

[REDACTED]

PETER LE GRESLEY
(DIRECTOR)

in the presence of

[REDACTED]

this 19th day of FEBRUARY 2013

Signed on behalf of the Minister for Transport and Technical Services

by

[REDACTED]

in the presence of

[REDACTED]

this 13 day of February 2013

